

S/a

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

1) LADONNA BOEN,

Plaintiff,

v.

1) HARTFORD LIFE AND ACCIDENT  
INSURANCE COMPANY,

Defendant.

**FILED**

DEC 19 2014

Phil Lombardi, Clerk

U.S. DISTRICT COURT

Case No. CIV-14-

**14 CV - 759 CVE - PJC**

NOTICE OF REMOVAL

1. Hartford Life and Accident Insurance Company is Defendant in a civil action brought against it in the District Court of Rogers County, State of Oklahoma, and titled *LaDonna Boen, Plaintiff, v. Hartford Life and Accident Insurance Company, Defendant*, Case No. CJ-2014-263;

2. At the time of filing this action and at the present time, Plaintiff was and is a resident and citizen of the State of Oklahoma. At the time of the filing of this action and at the present time, Petitioner was and is a corporation duly organized and existing under the laws of the State of Connecticut and no other state, with its principal place of business in Connecticut; it is not a citizen of Oklahoma.

3. In her Petition, Plaintiff claims to be entitled to recover at least \$300,000, an amount exceeding that specified by 28 U.S.C. §1332 to invoke federal diversity jurisdiction and, therefore, the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

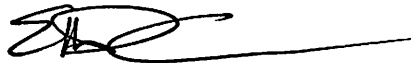
Fees Pd.

4. This is the kind of action of which the United States District Courts have original jurisdiction because of diversity of citizenship and sufficiency of amount in controversy.

5. The aforementioned action was commenced by service of summons upon the Oklahoma Insurance Commissioner, as Service agent for Defendant, on December 4, 2014, and this Notice of Removal is, therefore, timely filed under the provisions of 28 U.S.C. § 1446.

6. Copies of all process, pleadings and orders filed or served upon Defendant in the aforementioned state action and a copy of the Rogers County Docket Sheet are attached hereto as Exhibit 1.

Respectfully submitted,



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CLYDE A. MUCHMORE, OBA #6482  
CROWE & DUNLEVY  
A Professional Corporation  
Braniff Building  
324 North Robinson Avenue, Suite 100  
Oklahoma City, Oklahoma 73102  
(405) 235-7700  
(405) 239-6651 (Facsimile)  
clyde.muchmore@crowedunlevy.com

-AND-

ELLIOT P. ANDERSON, OBA #21098  
CROWE & DUNLEVY  
A Professional Corporation  
500 Kennedy Building  
321 South Boston  
Tulsa, Oklahoma 74103  
(918) 592-9800  
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elliott.anderson@crowedunlevy.com


**ATTORNEYS FOR DEFENDANT  
HARTFORD LIFE AND ACCIDENT  
INSURANCE COMPANY**

**CERTIFICATE OF SERVICE**

I certify that on the same date this Notice of Removal was filed in the United States District Court for the Northern District of Oklahoma that a true and correct copy of said Notice of Removal was served upon the above-named Plaintiff, by mailing said copy to Plaintiff's attorney of record:

Terry W. West  
Bradley C. West  
J. Shawn Spencer  
THE WEST LAW FIRM  
124 W. Highland  
P.O. Box 698  
Shawnee, Oklahoma 74802-0698

and further that a copy of said Notice of Removal was delivered or mailed to the Rogers County Court Clerk for filing on the 19 day of December, 2014.

  
\_\_\_\_\_  
Elliot P. Anderson

3768

IN THE DISTRICT COURT OF ROGERS COUNTY  
STATE OF OKLAHOMA

LaDonna Boen,

Plaintiff,

vs.

Hartford Life and Accident Insurance Company

Defendant.

RECEIVED  
OKLAHOMA INSURANCE DEPARTMENT  
DEC 04 2014  
Legal Division

Case No. CJ-2014-263

TO DEFENDANT:

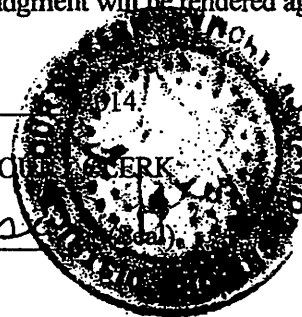
Hartford Life and Accident Insurance Company  
c/o John D. Doak  
OKLAHOMA INSURANCE COMMISSIONER  
P.O. Box 53408  
Oklahoma City, OK 73152

You have been sued by the above-named Plaintiff, and you are directed to file a written answer to the attached Petition in the Court at the above address within twenty (20) days after service of this summons upon you, exclusive of the day of service. Within the same time, a copy of your Answer must be delivered or mailed to the attorney for the Plaintiff.

Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

Issued this 23 day of June

KIM HENRY, COURT CLERK  
BY: Rick James



ATTORNEYS FOR PLAINTIFF:  
TERRY W. WEST, OBA NO. 9496  
BRADLEY C. WEST, OBA NO. 13476  
J. SHAWN SPENCER, OBA NO. 18840  
THE WEST LAW FIRM  
124 W. HIGHLAND - PO BOX 698  
SHAWNEE, OKLAHOMA 74802-0698

This summons was mailed on the 2nd day of December, 2014.

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.

EXHIBIT 1

STATE OF OKLAHOMA }  
COUNTY OF \_\_\_\_\_ } §§.

Received this writ this \_\_\_\_\_ day of \_\_\_\_\_, 2014, and:

\_\_\_\_\_ served the same by delivering a copy thereof with the endorsement duly certified to the within named:

\_\_\_\_\_ served the same by leaving a copy thereof with the endorsement thereon, duly certified at the usual place of residence of the within named witness:

\_\_\_\_\_ served the same by mailing a copy, certified U.S. mail, return receipt requested, to the usual place of business of the within named witness:

Date mailed: \_\_\_\_\_

Return Receipt received: \_\_\_\_\_



\_\_\_\_\_  
Person Serving Summons

FILED IN THE DISTRICT COURT  
ROGERS COUNTY OKLAHOMA

IN THE DISTRICT COURT OF ROGERS COUNTY  
STATE OF OKLAHOMA

JUN 23 2014

KIM HENRY, COURT CLERK

LaDonna Boen,

Plaintiff,

vs.

Hartford Life and Accident Insurance Company

Defendant.

Case No. **CJ-2014-263**

PETITION

COMES NOW the Plaintiff, LaDonna Boen, and for her cause of action against the Defendant, Hartford Life and Accident Insurance Company, would allege and state as follows:

1. The Plaintiff, LaDonna Boen, is the surviving spouse of Robert Boen, deceased. She is a resident of Rogers County, State of Oklahoma.

2. The Defendant, Hartford Life and Accident Insurance Company, is a foreign insurance company, doing business and writing insurance coverage in Oklahoma.

3. Robert Boen was insured under an accidental death/dismemberment policy issued by Defendant, Hartford Life and Accident Insurance Company (Hartford), with an effective date of coverage of 1-1-2012. Attached hereto as Exhibit A and incorporated by reference is a specimen copy of the policy.

4. Hartford delivered the policy to a group policyholder, Financial Services Association. Banks across the country can become members of Financial Services Association, enabling them to issue \$1,000.00 of free insurance coverage for accident death and dismemberment to depositors who open or retain an account. Depositors can voluntarily purchase additional coverage for which premiums are periodically deducted from the depositor's account.

5. Robert Boen and his spouse, LaDonna Boen, had a joint bank account with Bank of America. Bank of America was a participating member of Financial Services Association.

6. Robert Boen purchased additional accidental death and dismemberment coverage from Hartford in the sum of \$300,000.00.

7. The premiums for the additional coverage were deducted from the Boens' bank account with Bank of America, and paid to Hartford.

8. Robert Boen's spouse, LaDonna Boen, was the beneficiary of his accidental death and dismemberment policy with Hartford.

9. The effective date for Mr. Boen's accidental death policy with Hartford was January 1, 2012.

10. On June 25, 2012, Robert Boen died suddenly and unexpectedly in Olathe, Kansas.

11. On June 25, 2012, Robert Boen's accident death and dismemberment policy with Hartford was in effect.

12. Shortly after Robert Boen's death, his surviving spouse and beneficiary of the Hartford policy, LaDonna Boen, filed a claim with Hartford, which was subsequently denied by Hartford.

13. Defendant has breached its contract by denying coverage under the accidental death policy and refusing to pay the amount due under the terms of the policy

14. Plaintiff has performed all conditions precedent to recovery under the insurance policy and has not excused Defendant's breach.

15. Defendant's refusal to pay Plaintiff's claim was unreasonable under the circumstances, and Defendant thereby violated its duty of good faith and fair dealing.

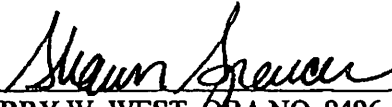
16. As a result of Defendant's refusal to pay Plaintiff's claim, Plaintiff has and continues to suffer damage, warranting the imposition of punitive damages.

17. Plaintiff reserves the right to amend this Petition as discovery progresses in this matter.

WHEREFORE, premises considered, Plaintiff respectfully requests this Court enter a judgment in favor of the Plaintiff and against the Defendant in an amount in excess of \$10,000.00, together with all costs and attorney's fees and any other relief which this Court may deem appropriate.

Respectfully submitted,

THE WEST LAW FIRM  
ATTORNEYS FOR PLAINTIFF

  
TERRY W. WEST, OBA NO. 9496  
BRADLEY C. WEST, OBA NO. 13476  
J. SHAWN SPENCER, OBA NO. 18840  
124 W. Highland – P.O. Box 698  
Shawnee, Oklahoma 74802-0698  
(405) 275-0040 – Phone  
(405) 275-0052 – Fax

ATTORNEYS' LIEN CLAIMED



**Certificate of Insurance**  
**Hartford Life and Accident Insurance Company**  
 Hartford, Connecticut  
 Policyholder: Financial Services Association  
 Policy Number: ADD-9960



We have issued a policy to the Policyholder. Our name, the Policyholder name and the Policy Number are shown above. The provisions of the policy which are important to you are summarized in this Certificate; consisting of this Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to you earlier for the policy. The policy alone is the only contract under which payment will be made. Any difference between the policy and this Certificate will be settled according to the provisions of the policy. The Policy may be inspected at the office of the Policyholder.

*Ricardo A. Anzaldúa*  
 Ricardo A. Anzaldúa, Secretary

*John C. Walters*  
 John C. Walters, President

**30 DAY RIGHT TO EXAMINE CERTIFICATE:** We urge you to examine this certificate closely. If you are not satisfied, return it to us within 30 days of your Effective Date. In that event, we will consider it void from the certificate Effective Date and any premium paid will be refunded. Any claims paid during the initial 30 day period will be deducted from the refund.

#### SCHEDULE

Insured Person: ROBERT D BOEN

Basic (Non-Contributory) Principal Sum Amount: \$1,000

Participating Financial Organization: Bank of America

Basic Effective Date of Coverage: 01/01/2012

Premium Amount: \$148.50

Voluntary (Contributory) Principal Sum Amount: \$300,000

Coverage ID: 749881634

Voluntary Effective Date of Coverage: 01/01/2012

Coverage Type: Family

**Note:** Premiums will automatically be debited from your checking account the first week of each quarter beginning with the effective date indicated above.

**Accidental Death and Dismemberment Reduction on and after Age 70:** On the date You attain age 70, Your amount of Principal Sum will reduce by 50%. If You are age 70 or over, You will not be eligible for a Principal Sum Amount that is more than 50% of the Principal Sum Amount(s) stated above.

**Limitation:** If you have more than one Certificate under the Policy's Voluntary Plan, the total Principal Sum Amount of Voluntary coverage under all Certificates may not exceed the Maximum Amount of \$300,000 under the Voluntary Accidental Death and Dismemberment Benefit. If coverage exceeds the Maximum Amount, premiums paid for coverage over the Maximum Amount will be refunded.

**DEFINITIONS:** We, Us or Our means the Insurance company named on the face page. You, your or Insured Person means an Eligible Person while he or she is covered under the Policy. Covered Person means you or your Eligible Dependent while you, he or she is covered under the policy. Injury means bodily injury resulting directly from accident and independently of all other causes which occurs while the Insured Person is covered under the Policy. Loss resulting from: a) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or b) medical or surgical treatment of a sickness or disease; is not considered as resulting from injury. On, when used with reference to any conveyance (land, water or air), means in or on, boarding or alighting from the conveyance. Civil or Public Aircraft means an aircraft which: a) has a current and valid Airworthiness Certificate; b) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and c) is not operated by the militia or armed forces of any state, national government or international authority. Airworthiness Certificate means: a) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration; or b) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry. Military Transport Aircraft means a transport aircraft operated by: a) the United States Air Mobility Command (AMC); or b) a national military air transport service of any country. Written Request means any form provided by us for the particular request.

**INSURED PERSON PERIOD OF COVERAGE:** Effective Date: Your Effective Date of Coverage is stated in your Schedule. Termination: Your Effective Date of Coverage is stated in your Schedule. Termination: Your coverage under the Basic Plan terminates on the earlier of: a) the end of twelve (12) months of coverage after your Effective Date of Coverage; b) the date the Policy is terminated; c) the Premium Due Date on or next following the date you cease to be an active member of the Participating Financial Organization; or d) the Premium Due Date on or next following the date the Participating Financial Organization terminates coverage under the Basic Plan of the Policy or ceases to pay the required premium. Your coverage under the Voluntary Plan, if elected, terminates on the earlier of: a) the date the Policy is terminated; b) the first day of the next premium cycle following receipt of your request that your Voluntary Benefits be terminated; c) the Premium Due Date on or next following the date you cease to be an active member of the Participating Financial Organization; or d) the Premium Due Date on which you fail to pay any required premium for Voluntary Benefits subject to the Individual Grace Period provision. Request for Cancellation of Coverage: You may cancel your coverage at any time. You will be refunded any premium due as a result of such cancellation. You may cancel by writing to: Plan Administrator, P.O. Box 40605, Nashville, TN 37204 or by calling Customer Assistance. Request for Change in Coverage: If you give us a Written Request for a change in your coverage, and if you: a) are not eligible for the coverage requested, the change will not become effective; b) are eligible for the coverage requested, the change will become effective on the first day of the next premium cycle following receipt of your request. Individual Grace Period: After the first premium has been paid, you will have a 31 day grace period following the date your premium is due. If your premium has not been received by Us before the 31 day grace period ends, your Voluntary coverage under the Policy will terminate in accordance with the Termination provision unless reinstated. Reinstatement Following Termination: Any coverage which is reinstated will cover only those losses under this Policy which result from Injury which you sustained on or after the first day of the period to which the reinstatement premium payment is applied.

**CUSTOMER ASSISTANCE:** For Customer Assistance/Information call 1-800-860-7182, 7:00 A.M. to 8:00 P.M., Monday through Friday, and 8:30 A.M. to 5:00 P.M., Saturday, CST.



**DEPENDENTS PERIOD OF COVERAGE:** You are insured with Dependents Coverage if it is indicated in your Schedule. You are not an Eligible Dependent. Eligible Dependents: 1) Spouse means your spouse unless you and your spouse are legally separated or divorced. 2) Child or Children means your unmarried child, newborn child, stepchild, legally adopted child, foster child or child in the process of adoption: a) who is less than age 19 and primarily dependent on you for support and maintenance; or b) who is at least age 19 but less than age 23 who regularly attends an institution of learning and is primarily dependent on you for support and maintenance. (For Florida residents, the definition of Child(ren) is deleted and is replaced by the following: Child(ren) means your unmarried child, stepchild, newborn child from the moment of birth (if a written agreement to adopt such child has been entered into prior to the birth of the child whether or not the agreement is enforceable), legally adopted child, foster child or other child in a court-ordered temporary or other custody, from the moment of placement with you who: a) is less than age 21 and primarily dependent on you for support and maintenance or b) is at least age 21 but less than age 25 (until the end of the calendar year in which the child reaches 25) who: 1) regularly attends an institution of learning; and 2) is primarily dependent on you for support and maintenance. For Louisiana residents, in the definition of Child(ren), age 19 is replaced by age 21 and age 23 is replaced by age 24. A Child will also include: 1) an unmarried Child who is placed in your home pursuant to an adoption placement agreement executed with a licensed adoption agency (from the date of placement in your home); 2) an unmarried Child who is placed in your home following execution of an act of voluntary surrender (as of the date on which the act of voluntary surrender becomes irrevocable); and 3) your unmarried grandchild who is in your legal custody. Coverage will be continued for a Child up to age 24 who is deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder. For Texas residents, the definition of Child(ren) is deleted and is replaced by the following: Child(ren) means your unmarried child, stepchild, legally adopted child, foster child, child in the process of adoption, grandchild (if your dependent for federal income tax purposes at the time of enrollment) or a child who is affected by a court order for medical support, who is under the age of 25. For Utah residents, the definition of Child(ren) is deleted and is replaced with the following: Child(ren) means your unmarried child, stepchild, legally adopted child, child in the process of adoption, foster child or grandchild in your legal custody who resides with you and is less than age 26 and primarily dependent on you for support and maintenance.) Effective Date: Each Eligible Dependent will become covered under the policy on the later of: a) the date you become an Insured Person; b) the first day of the next premium cycle following receipt of your Written Request for coverage of Dependents; or c) the date the person qualifies as an Eligible Dependent. Termination: Coverage of each Eligible Dependent terminates on the Premium Due Date next following the earlier of: a) the date you cease to be an Insured Person; or b) the date he or she ceases to qualify as an Eligible Dependent. Incapacitated Child: Coverage of a Child who, on the date he or she reaches age 19 or 23, is: a) covered under the policy, is mentally or physically incapable of earning his or her own living; and c) unmarried and primarily dependent on you for support and maintenance; will not terminate solely due to age. However, you must give us notice of the incapacity within 31 days of the termination date. Coverage will continue as long as: a) the incapacity continues; and b) the required premium is paid. We may, from time to time, require proof of continued incapacity and dependency. After the first two years, we cannot require proof more than once each year. Request For Change In Coverage: If you give us a Written Request for a change in coverage, and: a) are not eligible for the coverage requested, it will not become effective; or b) are eligible for the coverage requested, the change will become effective the first day of the next premium cycle following receipt of your request.

**EXCLUSIONS:** The policy does not cover any loss resulting from: 1) Intentionally self-inflicted injury, suicide or attempted suicide, whether sane or insane. (In Missouri while sane); 2) war or act of war, whether declared or undeclared; 3) Injury sustained while in the armed forces of any country or international authority. (Coverage will be provided for injury resulting from non-military or non-combat activity within the U.S.); 4) Injury sustained while riding on any aircraft except Public Aircraft, or Military Transport Aircraft; 5) Injury sustained while riding on any aircraft: a) as a pilot, crewmember or student pilot; b) as a flight instructor or examiner; or c) if it is owned, operated or leased by or on behalf of the Policyholder, or any employer or organization whose eligible persons are covered under the policy; 6) Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician; 7) Injury sustained as a result of being legally intoxicated from the use of alcohol. (For residents of Minnesota, Exclusion 7 is deleted and is replaced by the following: 7) Injury sustained while operating a motor vehicle while legally intoxicated from the use of alcohol;); 8) Injury sustained while committing or attempting to commit a felony.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (BASIC PLAN INSURED PERSON ONLY):** If your injury results in any of the following losses within 365 days\* after the date of accident, we will pay the sum stated opposite the Loss shown in the Loss Table. We will not pay more than the Principal Sum for all losses due to the same accident. Your amount of the Principal Sum under the Basic Plan is shown in the Schedule. \*The 365 day loss period is not applicable to Loss of Life only for residents of Pennsylvania.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (VOLUNTARY PLAN):** If a Covered Person's injury results in any of the following losses within 365 days\* after the date of accident, we will pay the sum stated opposite the Loss shown in the Loss Table. We will not pay more than the Principal Sum for all losses due to the same accident. \*The 365 day loss period is not applicable to Loss of Life only for residents of Pennsylvania. Your amount of the Principal Sum under the Voluntary Plan, if elected, is shown in the Schedule. The Principal Sum for your Dependents (as determined on the date of accident), if Dependents Coverage is elected, is a percentage of your Voluntary Plan Principal Sum as follows:

You with:	Spouse	Each Child
Spouse only	60%	0%
Spouse and Child(ren)	60%	20%
Child(ren), but no Covered Spouse	0%	25%

#### LOSS TABLE

For Loss of:	
Life	100% Principal Sum
Both Hands or Both Feet or Entire Sight of Both Eyes	100% Principal Sum
One Hand and One Foot	100% Principal Sum
Speech and Hearing in Both Ears	100% Principal Sum
Either Hand and Entire Sight of One Eye	100% Principal Sum
Either Foot and Entire Sight of One Eye	100% Principal Sum
Either Hand or Foot	50% Principal Sum
Entire Sight of One Eye	50% Principal Sum
Speech	50% Principal Sum
Hearing in Both Ears	50% Principal Sum
Thumb and Index Finger of Same Hand	25% Principal Sum

Loss means with regard to: a) hands and feet, actual severance through or above the wrist or ankle joints; b) sight, speech or hearing, entire and irrecoverable loss thereof; c) thumb and index finger, actual severance through or above the metacarpophalangeal joints. Exposure: Exposure to the elements will be presumed to be injury if: a) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which the Covered Person was an occupant at the time of the accident; and b) the policy would have covered injury resulting from the accident. Disappearance: A Covered Person will be presumed to have suffered loss of life if: a) his or her body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance; b) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and c) the policy would have covered injury resulting from the accident.

**ADDITIONAL BENEFITS UNDER THE VOLUNTARY PLAN ONLY**

**COMMON CARRIER COVERAGE:** If a Loss is sustained by a Covered Person while riding as a passenger on any Common Carrier, the amount of Principal Sum payable under the Voluntary Accidental Death and Dismemberment Benefit will be doubled. Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire, with published schedules, and operated by an employee of that concern.

**ANTI-INFLATION BENEFIT:** If: a) a Covered Person's Injury results in a loss; and b) a Principal Sum is payable under the Voluntary Plan's Accidental Death and Dismemberment Benefit; we will pay an inflation adjustment in addition to the Principal Sum. The Anti-Inflation Benefit will be the amount of the Covered Person's Voluntary Plan's Principal Sum, at the time of Claim, multiplied by: a) 5%; for b) every two (2) years of continuous coverage the Covered Person had under the Policy; to a maximum of ten (10) years and subject to a maximum of 125% of the Covered Person's original Principal Sum. If a Covered Person adds to the coverage, the Anti-Inflation Benefit will be applied separately to each additional amount applied for; likewise, if coverage is reduced, any Anti-Inflation Benefit which was increased will be reduced proportionately.

**EDUCATION BENEFIT:** If: a) your Eligible Dependent Child(ren) are covered under the policy; and b) a Principal Sum is payable under the Voluntary Plan's Accidental Death and Dismemberment Benefit because of your death; we will pay an Education Benefit to each Student as provided below. A Student is a person for whom we receive proof that he or she: a) is covered as your Eligible Dependent on the date of your death; and b) is a full-time post-high school student in a school for higher learning on the date of your death; or c) became a full-time post-high school student in a school for higher learning within 365 days after your death and was a student in the 12th grade on the date of your death. He or she is not considered to be a Student after the first to occur of: a) our payment of the fourth Education Benefit to or on behalf of that person; or b) the end of the 12th consecutive month during which we have not received proof that he or she is a Student. The Education Benefit is an amount equal to an amount determined by applying 2% to the amount of your Principal Sum under the Voluntary Plan. We will not pay more than one Education Benefit to any one Student during any one school year. The Education Benefit is payable to each person: a) on the date; and b) for whom we have received proof that he or she is a Student. If he or she is a minor, we will pay the benefit to the Student's legal representative. If: a) a Principal Sum is payable because of your death; and b) no person qualifies as a Student; we will pay 2% of your Principal Sum under the Voluntary Plan in accordance with the claims provision for payment of benefits for loss of life. Your Principal Sum Amount under the Voluntary Plan, if elected, is stated in the Schedule.

**ACCIDENT HOSPITAL INCOME BENEFIT:** We will pay a Monthly Benefit equal to 1% of a Covered Person's Principal Sum to a Maximum Amount of \$1,500, or a portion thereof, if a Covered Person is Confined during one or more periods of Hospital Confinement if: a) the Confinement is due to injury; b) the first day of Confinement occurs within 90 days after the covered accident; and c) the Confinement exceeds the Waiting Period of 7 days. For a period of less than one month, 1/30 of the Monthly Benefit will be paid for each day of Confinement for which benefits are payable. We will not pay for any day of Confinement which: a) is applied to the Waiting Period; b) exceeds the Benefit Payment Period of 12 months; c) occurs after 2 years from the date of accident; or d) exceeds the Monthly Benefit. Payment will be made for the days applied to the Waiting Period if the Confinement exceeds the Waiting Period. Confined and Confinement means: a) being admitted to a Hospital for receiving inpatient hospital services; and b) the patient is charged for at least one day's room and board by the hospital each time he or she is admitted. A period of Confinement consists of consecutive days of Confinement following the date a Covered Person is admitted as an inpatient. The last calendar day of a period of Confinement is not counted as a day of Confinement unless a charge is made for the last day. Hospital means an institution which: a) operates pursuant to law; b) primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis; c) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and d) provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.). Hospital does not mean any institution or part thereof which is used primarily as: a) a nursing home, convalescent home, or skilled nursing facility; b) a place for drug addicts or alcoholics; or c) a place for rest, custodial care, or for the aged. For Arkansas residents, under the definition of Hospital the words, "and surgical" are deleted from item c). For Florida residents, the following wording is added to the definition of Hospital: An institution which meets the preceding requirements, except that it lacks facilities for surgical diagnosis and treatment, will be regarded as a hospital if: a) it is accredited by: 1) the Joint Commission of the Accreditation of Hospitals; 2) the American Osteopathic Association; or 3) the Commission on the Accreditation of Rehabilitative Facilities; and b) it primarily provides rehabilitative treatment of physical disabilities. Hospital shall also include any licensed hospital which provides needed care or treatment of a child and which: a) is nonprofit; b) primarily provides diagnosis, treatment, or care for patients whose physical functions or movements are impaired by accident, disease, or congenital deformity; and c) accepts patients for treatment without regard to race, color, national origin, sex, religion, or affiliation; even though it does not have facilities for major surgery or because treatment and care are primarily of a charitable nature. For residents of Missouri, the definition of Confined and Confinement is deleted and is replaced by the following: Confined and Confinement means a) being admitted to a Hospital for receiving inpatient hospital services; and b) the patient remains in the hospital for the equivalent of one day's stay. A period of Confinement consists of consecutive days of Confinement following the date the Covered Person is admitted as an inpatient. The last calendar day of a period of Confinement is not counted as a day of Confinement unless the hospital considers the last day as a full day of Confinement. For New Hampshire residents, item c) of the definition of Hospital is deleted and is replaced by the following: c) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians either on its premises or in facilities available to the hospital on a pre-arranged basis; For North Carolina residents, the following sentence is added to the definition of Hospital: We will not exclude a duly licensed State tax-supported institution because of it being a specialty facility for one particular type of illness nor because it does not have an operating room and related equipment for surgery. For South Carolina residents, Confined and Confinement mean: a) being admitted to a Hospital for receiving inpatient hospital services; and b) the patient remains in the hospital for the equivalent of one day's stay. The last calendar day of a period of Confinement is not counted as a day of Confinement unless the hospital considers the last day as a full day of Confinement. Your Principal Sum Amount under the Voluntary Plan, if elected, is stated in the Schedule. The Voluntary Principal Sum Amount for your Covered Dependents, if any, is shown as a percentage of your Principal Sum Amount in the Voluntary Plan's Accidental Death and Dismemberment Benefit.

**CLAIMS:** Notice of Claim: The person who has the right to claim benefits (the claimant or beneficiary) must give us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include your name and the Policy number. Send it to our Plan Administrator, P.O. Box 40606, Nashville, TN 37204. Claim Forms: When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us. Proof of Loss: Proof of loss must be sent to us in writing within 90 days after: a) the end of a period of our liability for periodic payment claims; or b) the date of the loss for all other claims. If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated. Time of Claim Payment: We will pay any benefit due as soon as possible after we receive proof of loss and other forms that may be necessary to adjudicate the claim. Payment of Claims: We will pay any benefit due for loss of your life a) according to the beneficiary designation in effect under the Policy at the time of your death; otherwise b) to the survivors, in equal shares, in the first of the following classes to have a survivor at your death: 1) spouse, 2) children, 3) parents, 4) brothers and sisters. If there is no survivor in these classes, payment will be made to your estate. All other benefits due and not assigned will be paid to you, if living.



Otherwise, the benefits will be paid according to the above. If a benefit due is payable to: a) your estate; or b) you or any person who is either a minor or not competent to give a valid release for the payment; we may pay up to \$1,000 (\$3,000 for Florida residents) of the amount to some other person. The other person will be someone related to the minor or the incompetent person by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith. If the benefit has been chosen to be paid in monthly installments, and if any installments are left unpaid when the payee last entitled to receive them dies, we will: a) calculate the sum of the remaining installments; then b) pay the resulting amount to the executors or the administrators of the payee's estate. **Physical Examinations and Autopsy:** While a claim is pending we have the right at our expense: a) to have the person who has a loss examined by a physician when and as often as we feel is necessary; and b) to make an autopsy in case of death where it is not forbidden by law. **Legal Actions:** You cannot take legal action against us: a) before 60 days following the date proof of loss is sent to us; b) after 3 years (6 years for South Carolina residents; 1 year for Louisiana residents) following the date proof of loss is due. (For residents of Florida, after the expiration of the applicable statute of limitations following the date proof of loss is due.) **Naming a Beneficiary:** You may name a beneficiary or change a revocably named beneficiary by giving your Written Request to the Policyholder. Your request takes effect on the date you execute it, regardless of whether you are living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment we made in good faith before the Policyholder received your request. **Assignment:** We will recognize any assignment you make under this policy, provided: a) it is duly executed; and b) a copy is on file with us. We and the Policyholder assume no responsibility for the validity or effect of an assignment.

**For Residents of Arkansas: IMPORTANT NOTICE: ARKANSAS INSURED'S ACCESS TO INSURER INFORMATION:** We are required by Arkansas law to notify you of the complete addresses and phone numbers of the Arkansas Insurance Department, the insurance company's servicing office, and the agent. Here is this information: Arkansas Insurance Department, Consumer Services Division, 480 University Tower Building, Little Rock, AR 72204, Telephone: 800-852-5494. Servicing Office: Hartford Life Insurance Companies, Group Benefits Division Policyholder Services, P.O. Box 2999, Hartford, CT 06104-2999. Telephone: 800-572-9047. If you have any questions, contact your Administrator. **For Residents of California: CALIFORNIA COMPLAINT NOTICE:** WHENEVER THE HARTFORD OR ITS AGENT HAS BEEN UNABLE TO RESOLVE A CONSUMER COMPLAINT AFFECTING THE POLICY OR CERTIFICATE, THE STATE AGENCY MAY BE CONTACTED TO ASSIST THE COMPLAINANT IN PURSUING A RESOLUTION OF THE COMPLAINT: CALIFORNIA DEPARTMENT OF INSURANCE, CONSUMER SERVICES DIVISION, 300 SOUTH SPRING STREET, LOS ANGELES, CA 90013 TOLL FREE TELEPHONE: 800-927-4357. **For Residents of Florida: NOTICE:** The benefits of the policy providing your coverage are governed by the laws of a state other than Florida. **For Residents of Indiana: IMPORTANT NOTICE:** We are here to serve you. As our policyholder, your satisfaction is very important to us. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion. For information about claims, The Hartford's toll free number is 800-243-5860. If for any reason you wish to contact: (1) The Hartford, with a complaint, please write to us at: The Hartford, Hartford Plaza, COGS-1-34, Hartford, CT 06155, Attn: Compliance & Customer Relations, Phone: 800-727-0721 (2) The Indiana Department of Insurance, please write to: Public Information/Market Conduct, Indiana Department of Insurance, 311 W. Washington St., Suite 300, Indianapolis, IN 46204-2787. Consumer Hotline: 800-622-4461. In the Indianapolis Area: 317-232-2395. **For Residents of North Carolina: THIS CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY ISSUED OUT-OF-STATE. THIS CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.** **For Residents of Texas: IMPORTANT NOTICE:** You may call The Hartford's toll-free telephone number for information or to make a complaint at: 800-428-5711. You may also write to The Hartford at: P.O. Box 2999, Hartford, CT 06104-2999. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 800-252-3439. You may write the Texas Department of Insurance at: P.O. Box 149104, Austin, TX 78714-9104. FAX: 512-475-1771. **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Administrator or The Hartford first. If the dispute is not resolved, you may contact the Texas Department of Insurance. This notice is for information only and does not become a part or condition of this document. **AVISO IMPORTANTE:** Para obtener información o para someter una queja, Usted puede llamar al numero de telefono gratis de The Hartford para información o para someter una queja al: 800-428-5711. Usted tambien puede escribir a The Hartford: P.O. Box 2999, Hartford, CT 06104-2999. Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al: 800-252-3439. Puede escribir al Departamento de Seguros de Texas: P.O. Box 149104, Austin, TX 78714-9104. FAX: 512-475-1771. **DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o The Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI). Este aviso es solo para propósito de información y no se convierte en parte o condición este documento. **For Residents of Wisconsin: PROBLEMS WITH YOUR INSURANCE?** If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem. Hartford Life Insurance Companies, Group Benefits Division Policyholder Services, P.O. Box 2999, Hartford, CT 06104-2999. Telephone: 800-572-9047. You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by writing to: Office of the Commissioner of Insurance Complaints Department, P.O. Box 7873, Madison, WI 53707-7873. Call 266-0103 in the Madison area or 608-266-0103 outside Madison or you can call 800-236-8517 and request a complaint form.

**Third Party Administrator Notice:** The Hartford Life and Accident Insurance Company has contracted with an independent Third Party Administrator to provide administrative services under a Policy issued to the Policyholder named in this Certificate.

The Insurance Carrier for the Policy is:  
Hartford Life and Accident Insurance Company  
200 Hopmeadow Street  
Simsbury, CT 06089

Plan Administrator  
P.O. Box 40606  
Nashville, TN 37204  
Please submit all claim forms to Administrator

IN THE DISTRICT COURT OF ROGERS COUNTY  
STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT  
ROGERS COUNTY OKLAHOMA

DEC 11 2014

LaDonna Boen,

Plaintiff,

vs.

Hartford Life and Accident Insurance Company

Defendant.

KIM HENRY, COURT CLERK

ANK

Case No. CJ-2014263

TO DEFENDANT:

Hartford Life and Accident Insurance Company  
c/o John D. Doak  
OKLAHOMA INSURANCE COMMISSIONER  
P.O. Box 53408  
Oklahoma City, OK 73152

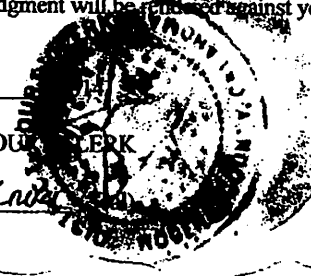
You have been sued by the above-named Plaintiff, and you are directed to file a written answer to the attached Petition in the Court at the above address within twenty (20) days after service of this summons upon you, exclusive of the day of service. Within the same time, a copy of your Answer must be delivered or mailed to the attorney for the Plaintiff.

Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

Issued this 23 day of June

KIM HENRY, COURT CLERK

BY: Rita Henderson



ATTORNEYS FOR PLAINTIFF:  
TERRY W. WEST, OBA NO. 9496  
BRADLEY C. WEST, OBA NO. 13476  
J. SHAWN SPENCER, OBA NO. 18840  
THE WEST LAW FIRM  
124 W. HIGHLAND - PO BOX 698  
SHAWNEE, OKLAHOMA 74802-0698

This summons was mailed on the 2nd day of December, 2014.

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.

STATE OF OKLAHOMA )  
COUNTY OF Pottawatomie ) ss.

Received this writ this 2nd day of December, 2014, and:

\_\_\_\_\_ served the same by delivering a copy thereof with the endorsement duly certified to the within named:

\_\_\_\_\_ served the same by leaving a copy thereof with the endorsement thereon, duly certified at the usual place of residence of the within named witness:

X served the same by mailing a copy, certified U.S. mail, return receipt requested, to the usual place of business of the within named witness:  
Oklahoma State Insurance Commission

Date mailed: 12-2-14

Return Receipt received: 12-4-14

[Signature]  
Person Serving Summons

**Certified Mail Receipt**

ARTICLE NUMBER  
7155 5479 4180 7772 0411

ARTICLE ADDRESS TO:  
OKLAHOMA STATE INSURANCE COMMISSION  
3625 NW 56TH ST Ste 100  
Oklahoma CITY OK 73112-4511

FEES  
Postage per piece \$1.42  
Certified Fee 3.30  
Return Receipt Fee 2.70  
TOTAL Postage & Fees: \$7.42

Postmark  
Here

THE WEST LAW FIRM  
124 W HIGHLAND  
SHAWNEE, OKLAHOMA 74801

**CERTIFIED MAIL**



7155 5479 4180 7772 0411

RETURN RECEIPT REQUESTED

A. Signature: [Signature]  
OKLAHOMA STATE INSURANCE COMMISSION

B. Received By: DEC 03 2014

C. Date of Delivery: [Signature]

D. Addressee's Address (if Different From Address Listed by Sender)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City \_\_\_\_\_ State \_\_\_\_\_ ZIP + 4 Code \_\_\_\_\_

Article Addressed To:



OKLAHOMA STATE INSURANCE COMMISSION  
3625 NW 56TH ST Ste 100  
Oklahoma CITY OK 73112-4511



THE OKLAHOMA STATE COURTS NETWORK

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## IN THE DISTRICT COURT IN AND FOR ROGERS COUNTY, OKLAHOMA

LaDonna Boen	No. CJ-2014-263 (Civil relief more than \$10,000: BREACH OF AGREEMENT - CONTRACT)
vs.	Filed: 06/23/2014
Hartford Life and Accident Insurance Company	Judge: Post, Dynda R.

### Parties

Boen, LaDonna , Plaintiff  
Hartford Life And Accident Insurance Company , Defendant

### Attorneys

<b>Attorney</b>	<b>Represented Parties</b>
Spencer, J Shawn(Bar # 18840)	Boen, LaDonna
The West Law Firm	
124 W Highland	
P O Box 698	
Shawnee, OK 74802	

### Events

Event	Party	Docket	Reporter
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### Issues

For cases filed before 1/1/2000, ancillary issues may not appear except in the docket.

**Issue # 1.** Issue: BREACH OF AGREEMENT - CONTRACT (CONTRACT)  
Filed by: Boen, LaDonna  
Filed Date: 06/23/2014

<b>Party Name:</b>	<b>Disposition Information:</b>
	Pending.

### Docket

Date	Code	Count	Party	Serial #	Entry Date		
06-23-2014	TEXT	1		6144223	Jun 23 2014 4:41:55:037PM	-	\$ 0.00
CIVIL RELIEF MORE THAN \$10,000 INITIAL FILING.							
Document Available at Court Clerk's Office							
06-23-2014	CONTRACT	-		6144225	Jun 23 2014 1:38:39:327PM	Realized	\$ 0.00

## BREACH OF AGREEMENT - CONTRACT

06-23-2014	DMFE	-	6144226	Jun 23 2014 1:38:39:347PM	Realized	\$ 2.00
	DISPUTE MEDIATION FEE(\$ 2.00)					
06-23-2014	PFE1	-	6144227	Jun 23 2014 4:47:19:017PM	Realized	\$ 163.00
	PETITION(\$ 163.00)					
	 <u>Document Available (#1026366424)</u>					
06-23-2014	PFE7	-	6144228	Jun 23 2014 1:38:39:347PM	Realized	\$ 6.00
	LAW LIBRARY FEE(\$ 6.00)					
06-23-2014	OCISR	-	6144229	Jun 23 2014 1:38:39:347PM	Realized	\$ 25.00
	OKLAHOMA COURT INFORMATION SYSTEM REVOLVING FUND(\$ 25.00)					
06-23-2014	CCADMIN02	-	6144230	Jun 23 2014 1:38:39:347PM	Realized	\$ 0.20
	COURT CLERK ADMINISTRATIVE FEE ON \$2 COLLECTIONS(\$ 0.20)					
06-23-2014	OCJC	-	6144231	Jun 23 2014 1:38:39:347PM	Realized	\$ 2.00
	OKLAHOMA COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND(\$ 2.00)					
06-23-2014	OCASA	-	6144232	Jun 23 2014 1:38:39:347PM	Realized	\$ 5.00
	OKLAHOMA COURT APPOINTED SPECIAL ADVOCATES(\$ 5.00)					
06-23-2014	CCADMIN04	-	6144233	Jun 23 2014 1:38:39:347PM	Realized	\$ 0.50
	COURT CLERK ADMINISTRATIVE FEE ON COLLECTIONS(\$ 0.50)					
06-23-2014	LTF	-	6144234	Jun 23 2014 1:38:39:487PM	Realized	\$ 10.00
	LENGTHY TRIAL FUND(\$ 10.00)					
06-23-2014	SMF	-	6144235	Jun 23 2014 1:38:39:537PM	Realized	\$ 5.00
	SUMMONS FEE (CLERKS FEE)(\$ 5.00)					
06-23-2014	SMIP	-	6144236	Jun 23 2014 1:38:39:577PM	Realized	\$ 0.00
	SUMMONS ISSUED - PRIVATE PROCESS SERVER					
06-23-2014	TEXT	-	6144224	Jun 23 2014 1:38:39:247PM	-	\$ 0.00
	OCIS HAS AUTOMATICALLY ASSIGNED JUDGE POST, DYNDRA R. TO THIS CASE.					
06-23-2014	ACCOUNT	-	6144238	Jun 23 2014 1:40:55:247PM	-	\$ 0.00

RECEIPT # 2014-431862 ON 06/23/2014.

PAYOR:WEST LAW FIRM TOTAL AMOUNT PAID: \$218.70.

## LINE ITEMS:

CJ-2014-263: \$168.00 ON AC01 CLERK FEES.

CJ-2014-263: \$6.00 ON AC23 LAW LIBRARY FEE.

CJ-2014-263: \$0.70 ON AC31 COURT CLERK REVOLVING FUND.

CJ-2014-263: \$5.00 ON AC58 OKLAHOMA COURT APPOINTED SPECIAL ADVOCATES.

CJ-2014-263: \$2.00 ON AC59 OKLAHOMA COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND.

CJ-2014-263: \$2.00 ON AC64 DISPUTE MEDIATION FEES.


CJ-2014-263: \$25.00 ON AC79 OCIS REVOLVING FUND.

CJ-2014-263: \$10.00 ON AC81 LENGTHY TRIAL FUND.



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12-11-2014 SMS	-	6372600	Dec 12 2014 9:46:45:253AM	-	\$ 0.00
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SUMMONS RETURNED, SERVED: OKLAHOMA INSURANCE COMISSION BY CERTIFIED MAIL  
 Document Available (#1028144588)

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Report Generated by The Oklahoma Court Information System at December 14, 2014 13:19 PM

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End of Transmission.